

# Invitation To Bid



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: July 14, 2005**

ITB Title: **Raised Pavement Markers, Powder, Tape, and Related Supplies**  
ITB Number: **IT12900 AC**  
Due Date: **July 28, 2005- 2:00 P.M.**  
Buyer: Allen,Cantara, [allen.cantara@metrokc.gov](mailto:allen.cantara@metrokc.gov), 206-263-5246

## TERM PURCHASE REQUIREMENT

Furnishing Pavement Markers, Powder, Tape, and Related Supplies as requested by various authorized King County personnel. The contract shall be for a period of one (1) year from the date of contract award in accordance with the following and the attached instructions, requirements and specifications.

No prebid conference will be held.

Sealed Bids are hereby solicited and will **ONLY** be received by:  
**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Authorized Representative / Title

Signature

Phone

Fax

Company Contact / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:

\_\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and 1 copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.
- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.

- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

#### **1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

**1-9 GENERAL**

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:  
King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>, please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.  
  
If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.  
  
After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.
- F. Contractor shall ensure that their staff be responsive to County questions or concerns on invoicing discrepancies. Any invoices in dispute shall not be subject to late fees.
- G. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.
- H. The quantities listed may be purchased throughout the initial contract term on an as needed basis. This is not a one-time purchase or authorization to order.
- I. Contractor shall advise King County of product substitutes that are considered to be more environmentally responsible as they become available.
- J. Pursuant to King County Code Chapter 3.04, the Employee Code of Ethics, a County employee is prohibited from soliciting or accepting gifts or things of value from anyone who does business with, or seeks to do business with, that employee's agency. Gifts and things of value may include meals and refreshments, transportation, discounts, tickets and promotional items from vendors, consultants or contractors. County employees are required to decline such offers. Contractors

are requested to refrain from making any offers or sending items that are, or may be construed as, in violation of the Employee Code of Ethics.

- K. Contractor agrees that all products purchased under this contract be covered by a 100% customer satisfaction guarantee. All parts or products not meeting the form, fit, and/or function requirements for the legal purposes of the purchaser will be returned and a full refund given, including return shipping charges.
- L. Contractor shall maintain company-wide quality control assurance and improvement program. Contractor shall provide proof of their quality control or initiative program upon request.

#### **1-10 SUBSTITUTIONS**

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

#### **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-12 WARRANTY**

- A. On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.
  - 1. Exact period of warranty.
  - 2. Any special extended warranty offered.
  - 3. Name and address of local warranty service and service hour.
  - 4. Name and address of local parts supplier and delivery time.
  - 5. Any special hours emergency service offered.
  - 6. Availability of direct factory service and parts.
  - 7. A general statement of warranty policy

<sup>1</sup> The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

### **1-13 RETURNS**

- A. King County reserves the right to return items as needed. Reasons for return may include, but are not limited to: item failure or defect, wrong item shipped, incorrect item ordered or item no longer needed. The Contractor shall immediately provide a receipt for all returned stock. In accordance with its best interest, King County may select any of the three restitution options:
1. Item replacement: Contractor shall provide the replacement item within the time established in the "Delivery" portion of the Invitation to Bid.
  2. Credit: Contractor shall issue a credit within three (3) business days of receiving an item.
  3. Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days after receiving an item.

### **1-14 BUY BACK**

Contractor shall buy-back, at current fair market value, all items purchased under this contract that are declared surplus or no longer required by King County, provided they are not used and are not of an unusual design that is manufactured especially for King County, within 18 months of purchase by King County. Contractor shall be responsible for pickup of products declared surplus. Restocking charges are not acceptable and payment of such shall not be authorized.

### **1-15 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

### **1-16 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.

- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.
- E. During the term of this contract, the prices charged to the County shall not exceed the prices charged by the Contractor to any other customer purchasing the product in like or similar quantities and under similar terms and conditions. Should the Contractor enter into a pricing agreement with another customer providing greater benefits or lower pricing, the Contractor shall immediately amend the County contract to provide similar pricing to the County provided the contract with other customers offer similar usage quantities and similar conditions impacting pricing.

#### **1-17 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-18 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-19 INVOICES**

Two copies of a priced invoice, packing slip or delivery ticket shall accompany all deliveries. Invoices and packing slips shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any. and discounts offered, if applicable.

If a product is shipped direct from the manufacturer, a priced document shall be emailed or faxed to King County no later than 24 hours after receipt of shipment.

Each County Department and/or agency shall be assigned a unique customer number to ensure billing address accuracy and to be used in identifying each sale.

Send all invoices to the "SHIP TO" address on the purchase order unless otherwise notified.

DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### **1-20 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### **1-21 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-22 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that::

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-23 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-24 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-25 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-26 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.



## SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2-2 QUALIFICATIONS

To be eligible for award, offerors shall be a bona fide firm with successful experience for the service offered.

### 2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has \_\_\_\_\_ (performed/provided) similar (equipment/services/products) \_\_\_\_\_, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. The number of days offered for payment discount is calculated from the date of acceptance of goods or from the date a complete invoice is date stamped as received by King County, whichever event occurs last. State payment terms below and transfer to Page 1 of this ITB.

\_\_\_\_\_ % - \_\_\_\_\_ DAYS, NET \_\_\_\_\_

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/finance/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.doc](http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheet_Declaration.doc).

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

### **3-5 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

### **3-6 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

### **3-7 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

### **3-8 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **3-9 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-10 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

#### **C. Termination for Non-Appropriation**

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated annual value of this contract is approximately \$95,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 CONTRACT DURATION/ EXTENSION**

The contract period may be extended in one (1) year increments for two (2) additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

### **4-3 PRICE REVISIONS**

The prices shall remain firm for at least one (1) year after the bid award. Thereafter prices may be changed as follows: All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their suppliers price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

### **4-4 USAGE REPORTS**

Annually, the Contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

### **4-5 FTA REQUIREMENTS**

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

### **4-6 WARRANTY**

- A. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.
- B. The Contractor hereby warrants itself that for the designated product warranty period, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship. Contractor is responsible for picking-up defective items or arranging for a Call tag to ensure freight is charged to Contractor on defective returns.
- C. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.

- D. Warranty Condition: The offeror shall provide a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship and design. The warranty shall be specified for all parts, components, sub-components and systems procured through this contract regardless of whether these components were built by the original equipment manufacturer or outside suppliers.
- E. Claims: The offeror shall provide a statement of his position concerning the “on the spot” settlement of warranty claims or disputes, and on the authorization of local representatives to act on the equipment manufacture’s behalf. When applicable, the Contractor’s representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer.
- F. Products furnished that are below the County’s standard or not fit for the intended use shall be returned to the Contractor at their expense.
- G. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- H. Items purchased for inventory shall be warranted from the date of installation by King County or their representative.

#### 4-7 CONTRACTOR QUALIFICATIONS

It is anticipated that, due to an immediate need, there may be occasions when it will be necessary for King County to will-call these products. Therefore, the contractor must be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of the items defined in this bid. The contractor facility shall be located within thirty (30) miles of King County DOT in Renton, with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award.

The contractor shall be currently supporting and maintaining an inventory of the items defined in this bid. Verification that the contractor is a factory authorized supplier, in good standing with the manufacturer or distributor, may be requested.

A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. Bid responses shall include a physical address for this reason.

Street Address of Contractor's Facility:

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#### 4-8 SERVICE EXPECTATION

The Contractor shall be required to maintain sufficient stock to ensure prompt receipt of the items ordered. The contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County’s ongoing needs.

Contractor’s employees shall be knowledgeable in the products listed. The Contractor shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality.



The Contractor shall be currently operating out of a commercial facility which is open and accessible to County personnel, without prior notice, during normal\* business hours. \*(The facility shall be open a minimum of eight (8) consecutive hours, anytime between 7:00AM and 6:00PM.)

State hours and days of operation:

Hours: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Days: \_\_\_\_\_ to \_\_\_\_\_

#### 4-9 TELEPHONE CONTACT (TOLL FREE)

The Contractor shall provide a contact name and a direct telephone number. If the Contractor is located out of King County's local calling area, a toll free telephone number shall be provided and maintained throughout the contract term. Under no circumstances shall County staff be kept on hold longer than three (3) minutes. Electronic voice mail is not acceptable as an answering service.

\_\_\_\_\_  
Name of contact person

\_\_\_\_\_  
Local/Toll Free telephone number

#### 4-10 EMERGENCY CONTACT

Items covered by this bid may be required by King County in situations where public safety or property is at risk. The Contractor shall endeavor to provide King County access to acquire parts or supplies in the event conditions necessitate extended hours of operation. For that reason, the Contractor shall provide a 24/7 contact person. This contact person shall be able to respond within (1) hour of being contacted by telephone.

\_\_\_\_\_  
Name of contact person, if applicable

\_\_\_\_\_  
Telephone number

#### 4-11 DELIVERIES

- A. A priced invoice, packing slip or delivery ticket shall accompany all deliveries. If a product is shipped direct from the manufacturer, a priced document shall be hand delivered, E-mailed or faxed to King County no later than 24 hours after receipt of shipment. A separate packing slip for each order number shall be included with the delivery if a shipment combines items from more than one order.
- B. For Items Listed in this bid, delivery is required within three (3) business days after receipt of order.
  - Delivery Guaranteed within \_\_\_\_\_ days (for listed items)
- C. For related Items Not Listed in this bid, delivery is required within eight (8) business days after receipt of order. There shall be no additional cost for shipping charged to King County.
  - Delivery Guaranteed within \_\_\_\_\_ days (for non-listed items)
- D. In the event of an emergency requirement, the Contractor shall deliver the items listed within one (1) day after receipt of order.
  - Delivery Guaranteed within \_\_\_\_\_ days (for emergencies)
- E. Bid prices shall include delivery or shipping (F.O.B. Destination) to the address stated below:  
 King County Department of Transportation  
 Fleet Administration Stores  
 155 Monroe Avenue NE, Building B  
 Renton WA 98056  
 AND/OR various King County Job Sites as instructed.
- F. Deliveries to Renton Stores shall be made during the standard delivery hours, 8:00 A.M. to 2:00 P.M., Monday through Friday, unless otherwise instructed.

G. State the discount offered when an order is picked up at the contractor facility.

- \_\_\_\_\_% Pickup Discount Offered

#### **4-12 PRODUCTS CONTAINING HAZARDOUS CHEMICALS**

In order to comply with WAC296-62-054, Hazard Communication, the Contractor awarded this contract shall submit, with each new shipment, a Material Safety Data Sheet (MSDS) for all products containing any toxic items that may be harmful to the end user or environment. The MSDS is to accompany the toxic product(s) to the specific delivery site. NO products shall contain any known or suspected carcinogen unless the County and the Contractor mutually agree that no practicable alternative exists. The Contractor shall also provide an MSDS to any King County agency upon request.

#### **4-13 CATALOGS, SAMPLES AND PRICE LIST**

Upon request the Contractor shall furnish all necessary catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost. Contractor shall have a maximum of two weeks after request to supply the price list specified. Price lists can be in hard copy, disk or electronic format.

If requested, samples shall be provided at no charge to King County. The Bidder shall have **one week**, after request, to provide samples. Failure to provide samples when requested shall eliminate Bidder from consideration. King County shall be the sole judge in determining sample quality. The samples shall be returned upon request and at Bidder's expense.

## SECTION 5 - TECHNICAL SPECIFICATIONS

### 5-1 GENERAL

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining **Plastic Raised Pavement Markers** (Traffic Buttons), **Pavement Marking Powder**, and related items. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

All materials and workmanship shall conform to all minimum applicable requirements of the Washington State Standard Specifications for Road, Bridge and Municipal Construction, latest edition.

### 5-2 SCHEDULE A – RAISED PAVEMENT MARKERS TYPE 1 - 4 Inch Round Non-Reflective for Bituminous Application

#### A. Composition:

The marker shall be molded of a high impact, recycled acrylonitrile butadiene styrene (ABS), conforming to ASTM specification DI 78868.

The manufacturer shall certify that the marker does not contain mercury, lead, hexavalent chromium, or any carcinogen, as defined by 29 CFR 1910.1200.

#### B. Dimensions:

The marker shall be of a round design with a minimum width of 4 inches and a minimum height at center of 0.700 inches.

The marker bottom will be designed to allow the adhesive material to flow upwards into the marker cavity, with a venting system to prevent air entrapment. The base of the marker shall be designed to prevent rocking which will ultimately result in breaking the adhesive bond.

The marker shall be manufactured with a dulled bottom for better adhesion.

Flat or non-treated slick bottom markers, with a venting system are unacceptable.

#### C. Raised Pavement Markers Type 2 – Soft Shoulder Design

##### 1. Housing:

The housing shall be molded of high impact, recycled acrylonitrile butadiene styrene (ABS) conforming to ASTM Specification DI 78868, and be of the same color as the prismatic reflective lens.

##### 2. Lens:

The reflective lens shall be molded of optic grade methyl methacrylate acrylic (MMA) and laser fused under the ABS shell.

##### 3. Filler:

The fill material shall consist of inert thermosetting potting compound with filler selected for impact resistance.

##### 4. Dimensions:

- a. Overall dimensions shall be 4 in. x 4 in. x 0.70 in. with soft shoulder design
- b. Top of marker shall have no sharp angles
- c. The area of reflecting face shall be 3.25 square inches minimum.
- d. The marker shall have one or two MMA prismatic reflective faces as required to reflect incident light from a single or opposite direction.

**5-3 SCHEDULE B, PAVEMENT MARKING POWDER SPECIFICATIONS (Note: Metric Equivalents in Parenthesis)**

- A. Description: The striping powder shall be a dry, free flowing plastic type, pavement marking powder, which is premixed with glass spheres for reflectorization. When the marking powder is sprayed to clean portland cement or asphaltic concrete road surfaces through a suitable thermo-mechanical striper, the result is a rapid dry adherent, reflectorized marking capable of resisting deformation by traffic.
- B. Performance Characteristics: The following performance characteristics cover White and Yellow Thermoplastic marking compound approved by the Materials Laboratory of the Washington State Department of Highways.
  - Gravity: 2.15 maximum
  - Color: White – 75% daylight reflectance  
Yellow – 45% daylight reflectance (yellow shall match Federal Specification 1, 3538)
  - Dry Time: 10 minutes maximum @ 90°F (32°C) 2 minutes maximum @ 50°F (10°C)
  - Bond Strength: Exceed 180 PSI
  - Cracking Resistance: No cracks after heating to 425°F, (218°C), and cooling to 15°F ± 3°F, (-9.4°C ± 1.7°C)
  - Impact Resistance: 10 inch pounds
  - Softening Point: 215°F ± 15°F (102.5°C ± 9.5°C)
  - Yellowness Index: 0.12, white only
  - Flowability: Maximum percent residue 18% - White, 21% - Yellow, after heating 4 hours @ 425°F (218°C)
  - Storage Life: Material must meet the requirement of this specification for one year.
- C. Application: The thermoplastic material shall readily apply for extrusion or spray extrusion at temperatures of 425-440°F (217-227°C) from approved equipment to produce a line 1/8 inch to 3/16 inch (3.2mm to 4.8mm) thick, which shall be applied to clean, dry pavement at substrate and air temperatures of 50°F (10°C) and above.
- D. The material shall not exude fumes which are toxic, obnoxious or injurious to persons or property when it is heated during application.
- E. General Characteristics and Packaging: The finished powder shall be delivered ready for use, packaged in containers clearly identified as to manufacturer, color, contents, and quality. The powder shall be free of clumps, foreign particles or other matter. Containers employed for packaging shall withstand normal handling and shall have a suitable protective inner-liner to resist moisture absorption. The powder, as supplied, may be stored at temperatures not to exceed 90°F (32°C) for up to one year, without any adverse affect on the physical properties stated in this specification.
- F. All materials and workmanship shall conform to all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD and the Washington State Standard Specifications for Road and Bridge Construction, latest editions).

## **SECTION 6 - PRICING & SUBMITTALS**

Prices shall include packaging, delivery, freight FOB destination, and all other costs associated with completing each order except as noted below. Pallet charges, if any, shall be included in the bid price and no separate charges shall be permitted. Pallets may be returned to the Contractor upon request, provided they schedule ahead and arrange for pickup. No additional costs of any kind shall be added to the bid prices unless pre-approved by King County.

There shall be no additional shipping or freight charges on any order over \$200.00. Offerors shall state the percentage to be added to orders totaling less than \$200.00. \_\_\_\_\_% (does not apply to pickups)

The brand names listed indicate the standard of quality required. Offerors shall indicate if they are offering alternate brands by noting the information requested in the space below each item in the Price List for Schedules A and B. Contractor warrants by signing the bid that, unless specifically noted, the products offered meet or exceed the specifications in Sections 4 & 5 and the items listed in Section 6.

Provide pricing for the following items based on the estimated annual usage quantities. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated. To ensure equivalence, the base price for this bid shall be the current Manufacturer's Suggested List Price (MSLP). Using that as a basis, fill in the MSLP, the Discount Percentage (if any) you are offering and the Unit Price. Extend the total by multiplying the Estimated Annual Usage quantity times the Unit Price for each of the products listed. The following is a representative list of the items to be purchased. Other sizes and types of these products may also be purchased under this contract. The discount percentage offered for the items listed shall be consistent for all related items purchased under this contract. Bids may be deemed non-responsive if you fail to complete all the fields listed below. If no discount from list price is offered, enter 0% in the appropriate space. King County reserves the right to award multiple contracts.

Offerors are cautioned not to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid #IT12900-AC. Any alteration may render a bid non-responsive.

**SCHEDULE A – PLASTIC RAISED PAVEMENT MARKERS PRICE LIST**

<b>Item No.</b>	<b>Est Annual Use</b>	<b>Description</b>	<b>List Price</b>	<b>% Disc</b>	<b>Unit Price</b>	<b>Est Use X Unit Price</b>
1	15,300 ea	Raised pavement marker, Type 1 (round traffic button) yellow 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-Y2 or approved equal. (See attached specification)	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
2	2,500 ea	Raised pavement marker, Type 1 (round traffic button) white 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-W1 or approved equal. (See attached specification)	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
3	3,800 ea	Raised pavement marker, Type 2 (square traffic button) White, 1-way, 4"X4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite Type G #8808 or approved equal. (See attached specification)	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
4	18,000 ea	Raised pavement marker, Type 2 (square traffic button) Yellow, 2-way, 4"X4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite Type D # 8806 or approved equal. (See attached specification)	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
5	1,200 ea	Raised pavement marker, Type 3 (rumble bar) White plastic, 4"X10" Beveled Ends, Davidson Plastics Corp 3708W or approved equal.	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
6	2,300 ea	Adhesive Pad, hot melt butyl 4"X4" precut for plastic button application.	\$  ea	  %	\$  ea	\$
Please Provide your Part #:						
7	7,600 lbs	Flexible Marker Adhesive, Hot Applied, Crafcro 34270 only.	\$  /lb	  %	\$  /lb	\$
Please Provide your Part #:						
8	230 gallons	Compound Loop Filler, Cold Poor, 5 gal. container, Reed & Graham 8040-41A-15 only.	\$  /gal	  %	\$  /gal	\$
Please Provide your Part #:						
<b>SCHEDULE A - TOTAL BID PRICE</b>						<b>\$</b>

**SCHEDULE B – PAVEMENT MARKING POWDER PRICE LIST**

Item No.	Est Annual Use	Description	List Price	% Disc	Unit Price	Est Use X Unit Price
1	128,000 lbs	Thermoplastic Striping Powder per attached specs. Purchased in minimum increments of 8,000 pounds, palletized in 2,000 pound lots. Ennis BC2000 or approved equal.	\$  /pound	  %	\$  /pound	\$
Please Provide your Part #:						
2	25 rolls	Temp Tape highway white, 4" X 100 yard, foil back. Flex-o-line 200 construction grade or approved equal.	\$  /roll	  %	\$  /roll	\$
Please Provide your Part #:						
3	20 rolls	Temp Tape highway yellow, 4" X 100 yard, foil back. Flex-o-line 200 construction grade or approved equal.	\$  /roll	  %	\$  /roll	\$
Please Provide your Part #:						
4	2 rolls	Heat applied pavement tape, 1' X 30' X .125, white. Magna Flame tape or approved equal.	\$  /roll	  %	\$  /roll	\$
Please Provide your Part #:						
<b>SCHEDULE B - TOTAL BID PRICE</b>						<b>\$</b>

**ATTACHMENT A**  
**INVITATION TO BID IT12900-AC**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number


\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number



**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT12900-AC
	<b>Bid Title</b> Raised Pavement Markers, Powder, Tape, and Related Supplies
	<b>Due Date</b> <b>Vendor</b>
<b>U R G E N T</b>	